

ORDER FORM

Company name:

Address:

Zip Code::

City:

Company Number:

SIC Code:

VAT No:

Training manager:

Tel.:

Fax:

E-mail:

We have taken note of training conditions attached and we ask you to enter in the course(s) indicated below the following people:

Module reference	Training session date	Fees

Persons to register	Function in the company

*Beyond 2 modules for the same trainee in a Training course: 5% off the list price

<p>Payment by company</p> <p>or</p> <p>We wish a training agreement with Payment by Authorised Joint Collection Bodies (Send us imperatively agreement)</p>	<p>Billing Address (if different) or Billing Address of Authorised Joint Collection Bodies (if payment by Authorised Joint Collection Bodies)</p> <p>Adresse :</p> <p>Nom:</p> <p>Tél. :</p> <p>E-mail :</p>
---	--

Cemafruid Formation - Declaration of activity registered under No 91 30 03133 30 - This registration does not imply approval of the State.

Done in:	Signature + stamp of payer
Date:	

TERMS & CONDITIONS

1 - Training offer

Training offer of Cemafruid Formation SAS is materialized by a written document delivered to the customer. Training Catalog and www.cemafruid.fr website are the means to present Cemafruid Formation SAS offer.

2 - ORDER

A training command is not effective until receipt of an order or confirmation (Order form, letter, email or fax). Cemafruid Formation SAS sends back an acknowledgment with the reference of the module, financial conditions and modalities of implementation of the training. When registration is made late, the convocation serves as an acknowledgment.

Except particular mention, the customer agrees to appear on lists of reference of Cemafruid Formation SAS.

If the customer confides its training budget to an Authorised Joint Collection Body, it is required to verify that all data relating to registration were forwarded to the body and that funds are available. A certificate of support must be attached to the order to avoid billing errors.

3 - CONVOCATION

In the case of an inter-company training, a convocation to the course containing the information about the session (date, location, hours, rules, map) is sent in advance to the customer who then forwards the items to each participant.

In the case of an intra-company training, confirmation of realization is sent to the customer.

This convocation is an acknowledgement of the order.

4 - PRICES

The prices are in € excluding tax. They are plus VAT at the prevailing rate. Prices of trainings are those on the current rates or the commercial proposal for specific actions. Rates are subject to changes if economic conditions make it necessary. They include entertainment expenses and course materials given to each student as well as lunch. The travel, accommodation and dinner costs are not included in the training price. Prices may also vary depending on local conditions implemented or changing regulatory environment of certain mandatory training modifying the content or duration.

5 - BILL

The invoice is sent as soon as the acknowledgment of receipt of the order is sent.

Billing of an intra-company training has an initial deposit of 40% of total fees.

At the request of the customer, Cemafruid Formation SAS can establish a training agreement under French law.

For courses deemed to be attributable in reference to the French law on vocational training, and at the request of the customer, Cemafruid Formation SAS addresses a convention under the terms of the order:

- to the Authorised Joint Collection Body,
- to the customer.

6 - REGULATION AND PENALTY FOR DELAY

Payments have to be done within 30 days, the 10th, by transfer payment. No discount is given for early payment.

If customer wants the payment done by the Authorised Joint Collection Body, he has to:

- apply for support before the start of training,
- indicate it explicitly on the order form,
- ensure the payment of the body .

If the body supports only partially the cost of training, the additional invoice will be sent to the customer.

When Cemafruid Formation SAS does not receive the support of the body before the start of training, the customer is charged for the full cost of training.

In case of no payment by the body, the customer remains liable for the full cost of training and is charged with the same amount. In case of late payment, on prior notice, a late penalty at the annual rate of 15% on the gross unpaid amount until the full payment of the sum owed, in principal and penalties, without the penalty, as provided by Article L. 441-6 of the French commercial code, being both less than three times the legal rate of interest.

7 - DELAY - CANCELLATION

Cemafruid Formation SAS keeps the right to postpone or cancel the training if the number of trainees is insufficient. In this case, Cemafruid Formation SAS informs the company within the shortest possible time.

Any cancellation by the client must be notified in writing.

Until a date 20 days before the start of training, the customer is able to ask Cemafruid Formation SAS to postpone or cancel :

- registration of the trainee(s) for intercompany trainings,
- the realization of intra-company training(s).

After this time, Cemafruid Formation SAS charges the customer, including during the initial funding by an authorized body, a penalty equal to 50% of the amount of training.

Any training started is due in full.

8 - NATURE AND CHARACTERISTICS OF THE MISSION OF CEMAFRUID FORMATION SAS

The action of Cemafruid Formation SAS is part of its statutes and legislative texts and regulations. Without texts of public order, this action may be exercised within the specifications of its customers.

Proceedings of the training:

The training is provided in accordance with the objectives set out in the catalog published annually by Cemafruid Formation SAS or the training content, traded by agreement.

The training is conducted through theoretical contributions made by stakeholders or chosen by Cemafruid Formation SAS which can be materialized in supports provided to participants.

It is also likely to be provided through practical exercises requiring manipulation of equipment, machinery or other.

Participants agree to perform these operations in strict compliance with the instructions given to them and failing to have a behavior likely to cause risk to others, themselves and goods. The requirements are defined by mutual agreement, but generally the choice of participants able to attend the training is the responsibility of the customer.

For specific repositories, an application file is sent to Cemafruid Formation SAS who valid or invalid registration based on the requirements of the repository.

The knowledge verification can lead to an evaluation at the end of the training. The evaluation procedures are defined by Cemafruid Formation SAS and if necessary by public and private authorities who have defined repositories. The success in the tests provided results in the issuance of a certificate, an attestation and optionally an opinion on the acquisition of knowledge by the person concerned and, if necessary, his ability to perform tasks and operations constituting the objectives of this training. It is reminded that the success of a training requires a strong involvement of participants.

9 - LIMITATIONS OF MISSION

In cases where training is carried out in premises provided by the customer, the customer agrees that they are fully compliant with the applicable regulations.

For any training that requires the implementation of materials, equipment or facilities owned by the customer or operated by him, the customer agrees that they are fully compliant with the applicable regulations. Cemafruid Formation SAS can not in any way be held responsible for the functioning and operation of the facilities, equipment or other materials in the premises where the training is carried out.

In this conditions, the responsibility of Cemafruid Formation SAS can not be engaged in any way for potential damage to the facilities, equipment or materials or for accidents and their consequences which these facilities, devices or materials are the cause, and in particular for losses operation that may result. Only a serious misconduct, committed within the strict framework of its training mission, may incur responsibility of Cemafruid Formation SAS.

Cemafruid Formation SAS underwrites insurance covering professional responsibility and the various risks that engage its responsibility. The customer, in turn, must be ensured against the risks it would incur to staff of Cemafruid Formation SAS and injuries or incidents whose responsibility would fall to him.

10 - CONFIDENTIALITY

For all interventions, staff of Cemafruid Formation SAS and its subcontractors kept a strict observance of professional secrecy. The information on the company, establishment and trainees are required to process registration and editing administrative documents: convocations, etc.

In accordance with the Data Protection Act, the customer and trainees can access on demand to this information and request correction if necessary.

11 - PREVENTION PLAN

Under the regulations, provisions must be made by the customer before any training, to prevent risks of interference between the activities, facilities and equipment of the various organizations present at the same workplace.

The customer ensures overall coordination of preventive measures when the training takes place on its site. In case of risks of interference between the activities, facilities and equipment, the representative of Cemafruid Formation SAS will implement the measures in terms of prevention adopted by mutual agreement before the start of training.

To reduce risks and facilitate the implementation of the intervention, the customer must identify and detach from the representative, a qualified officer to transmit all information and guidelines on hygiene requirements, safety and first aid. This qualified officer is authorized by the customer to manage and lead maneuvers and ensure its leadership. For some actions, students will only participate if they have the corresponding individual protection equipment.

12 - SUBCONTRACTING

Cemafruid Formation SAS can involve any subcontractor of its choice, including but not limited to another entity of Cemafruid group, whether for reasons of recognition, technical, availability or location of intervention.

13 - DUPLICATE DOCUMENTS ISSUED AFTER TRAINING

Upon written request of the customer, Cemafruid Formation SAS can provide duplicates of certificates and notices issued after the training, for a period of three years thereafter. The issuance of duplicate certificates and notices will be billed.

14 - JURISDICTION

After seeking a friendly settlement, in case of dispute or litigation and regardless of their importance, the courts of the place of the registered office of Cemafruid Formation SAS have exclusive jurisdiction, even with multiple defendants or collateral calls. The law of the place of the registered office of Cemafruid Formation SAS will be only applicable on the date of execution of the training.

Cemafruid Formation - Declaration of activity registered under No 91 30 03133 30 - This registration does not imply approval of the State.